

Contract no. 1604

A G R E E M E N T

B E T W E E N

THE BOROUGH OF FRANKLIN  
SUSSEX COUNTY, NEW JERSEY

AND

FRANKLIN BOROUGH POLICE DEPARTMENT  
SERGEANTS AND PATROLMEN

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

OCT 14 1992

RUTGERS UNIVERSITY

JANUARY 1, 1992 THROUGH DECEMBER 31, 1993

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PREAMBLE

THIS AGREEMENT entered into this 5th day of May, 1992, by and between the governing body of the Borough of Franklin, in the County of Sussex, State of New Jersey, hereinafter called the "Borough" and the Fraternal Order of Police, Franklin Lodge #57, the authorized and recognized bargaining unit for the non-managerial police officers of the Borough of Franklin, hereinafter called "Employee" and represents the complete and final understanding of all bargainable issues between the "Borough" and the "Employee".

ARTICLE 1

TERM OF AGREEMENT

The terms of this Agreement shall be for the period commencing January 1, 1992 and ending December 31, 1993. However they shall remain in full effect until a new agreement is reached, upon expiration of this agreement. This contract shall be retroactive to January 1, 1992 and any and all benefits shall be reimbursed no later than twenty (20) days following the signing of said contract unless otherwise agreed.

## ARTICLE 11

### RECOGNITION AND SCOPE

The Borough hereby recognizes the Fraternal Order of Police Franklin Lodge #57 as the sole and exclusive negotiating unit for all the Patrolmen and Sergeants of a non-managerial status in the Franklin Borough Police Department, under the New Jersey Employer-Employee Relations Act 1968 and the Public Employment Relations Commission for the State of New Jersey established under such law. This agreement shall govern all wages, rights, and working conditions for the employee members of the Borough of Franklin Police Department.

## ARTICLE 111

### EMPLOYEE'S RIGHTS

A. The Employee shall have the right to take a grievance on any issue involving his working conditions, employment, promotion and infringement of rights arising under this contract.

B. All grievance matters shall be taken up by the employee representatives and the grievant on the employee's day off unless the Borough indicates that said meeting be held during the employee's work day. If the meeting is scheduled for the employee's work day or the representative's work day, the time off will be granted at no charge to the employee(s) involved.

C. Under no circumstances will an employee be required to undertake a Polygraph Test in conjunction with any aspect of his employment.

ARTICLE IV

SALARIES AND WAGES

SERGEANTS

|               | <u>STEP I</u> | <u>STEP II</u> |
|---------------|---------------|----------------|
| Jan. 1, 1992: | 37,879.00     | 39,318.00      |
| July 1, 1992: | 39,015.00     | 40,498.00      |
| Jan. 1, 1993: | 40,576.00     | 42,118.00      |
| July 1, 1993: | 42,199.00     | 43,803.00      |

PATROLMEN

|               | <u>START</u> | <u>STEP I</u> | <u>STEP II</u> | <u>STEP III</u> |
|---------------|--------------|---------------|----------------|-----------------|
| Jan 1, 1992:  | 26,352.00    | 29,155.00     | 33,642.00      | 35,744.00       |
| July 1, 1992: | 27,142.00    | 30,030.00     | 34,651.00      | 36,816.00       |
| Jan. 1, 1993: | 28,328.00    | 31,231.00     | 36,037.00      | 38,289.00       |
| July 1, 1993: | 29,357.00    | 32,480.00     | 37,479.00      | 39,821.00       |

DETECTIVE

The Employee who serves as a full time, assigned Detective shall receive One Thousand (\$1,000.00) Dollars per year, in addition to his regular salary.

TRAFFIC OFFICER INCREMENT

The employee who serves as a full time assigned traffic officer shall receive Two Hundred Fifty (\$250.00) Dollars per year in addition to his regular salary.

## ARTICLE V

### HOURS, OVERTIME, CALLOUT

A. The work week shall be fifty (50) hours per work period based on the cycled rotation as determined by the Chief of Police or his designee, which at the time of the signing of this agreement is 10 hour tours of duty within a calendar day based on the following rotation:

|          |   |
|----------|---|
| Day      | 7:00 a.m. to 5:00 p.m. (5 days on/3 days off) |
| Evenings | 5:00 p.m. to 3:00 a.m. (5 days on/3 days off) |
| Nights   | 9:00 p.m. to 7:00 a.m. (5 days on/4 days off) |

Each employee,<sup>c</sup> at his/her option, shall be provided with five (5) days off or its cash equivalent each year. In the event a cash payment is provided, such shall be compensated to the employee no later than the first pay date in December of each year.

The prior existing policy of a split shift for an employee covered by this Agreement shall be deemed terminated.

B. Overtime is to be paid to any employee who works other than and beyond his regularly scheduled work day or work week. Overtime shall be compensated at a rate of time and one-half. Time and one-half pay shall be granted at a rate of one hour if an employee works at least one-quarter of any hour.

C. Employees covered by the terms of this contract shall be utilized initially in the event that overtime service is required in order to cover a regularly-scheduled shift. Employees covered by the terms of this contract shall be utilized initially before the utilization of a Special Police Officer is given consideration.

D. The Borough agrees to pay a minimum of three (3) hours unscheduled call out time when an off-duty employee is called out for the purpose of general police duty, and shall compensate the employee at a rate of time and one-half for this unscheduled call out.

E. Overtime shall be paid within the pay period succeeding the period in which it is earned or, at the employee's option may be carried throughout the calendar year and paid upon submission of a voucher by the employee.

#### ARTICLE VI

##### CLOTHING, MEAL AND TRAVEL ALLOWANCE

A. Each employee shall receive a uniform allowance of Eight Hundred Dollars (\$800.00) per year of which Four Hundred Dollars (\$400.00) may be used for uniform maintenance.

The Borough agrees to purchase up to three (3) bullet-proof vests per year, to be distributed and used by the employees, for each year of this contract.

B. Employees shall be compensated daily for meal allowance while attending a police-related school.

C. Employees shall be compensated for travel expenses incurred while attending a police-related school.

D. The Borough agrees to provide 250 rounds of ammunition per year, above and beyond the ammunition supplied for qualifications, for each employee covered by this contract.

#### MOTOR VEHICLE REIMBURSEMENT

E. Any employee using his own vehicle on official business (with approval of the Chief of Police or his designee) shall be compensated at the rate of Twenty Five Cents (\$.25) per mile.

F. When an employee's vehicle is used for official business a certificate of insurance satisfying the Borough's minimum limits of coverage as well as a valid driver's license and registration shall be provided by the employee at the Borough's request.

#### MEAL ALLOWANCE

G. Each employee shall be granted a Five Dollar (\$5.00) meal allowance after three (3) consecutive hours of overtime.

ARTICLE VII

EDUCATIONAL BENEFITS

A. Any employee attending and pursuing a fully accredited college program incidental to his employment shall receive four hundred dollars (\$400.00) per year to be utilized for books and/or tuition, providing a final grade of "C" or better is attained.

B. For each two credit course for which a member receives credit, ten dollars (\$10.00) shall be added to the Employee's base pay, providing a final grade of "C" or better is attained.

ARTICLE VIII

LONGEVITY

A. Longevity shall be paid to full time employees at the following percentages:

|                   |      |
|-------------------|------|
| 1 to 5 years      | 0 %  |
| 6 to 10 years     | 2 %  |
| 11 to 15 years    | 3.5% |
| 16 to 20 years    | 5 %  |
| 21 to 25 years    | 6.5% |
| 26 years and over | 8 %  |

B. All percentages shall be applicable to regular base salary of the employee.

C. Payment from Borough accounts shall not be considered the criteria upon which to base an employee's position on the longevity scale.

ARTICLE 18

COMPENSATION DAYS

COURT DAYS

A. Employees shall receive twelve (12) days off per year to compensate for: County Court, Grand Jury, Juvenile Court, Civil Court, Domestic Relations Court and Municipal Court.

B. Compensation shall be taken and allowed when desired by the employee, subject to the following conditions:

1. Written notification shall be submitted to the Chief of Police or his designee, at least seven (7) days prior to leave (court day).

2. Compensation days may be taken by the employee the day immediately before or the day immediately following a holiday or vacation leave.

C. When an employee must spend a full day in court out of the Borough, said employee will be compensated for five dollars (\$5.00) meal allowance.

PERSONAL DAYS

A. Each employee shall receive three (3) personal days per year even if the utilization of personal days shall require the use of overtime in order to cover the regular scheduled shift, subject to the following conditions:

1. Written notification shall be submitted to the Chief of Police or his designee, at least seven (7) days prior to leave (personal day), except in the case of emergency, in which event the notice requirement shall be waived. "Emergencies" shall include, but shall not be limited to, child birth, care of a family member by the employee, medical operation involving a member of an employee's family, and events similar in nature.

2. Compensation days may be taken by the employee the days immediately before or the days immediately following a holiday or vacation leave.

#### SICK DAYS

A. Each employee shall be granted ten (10) days sick leave per year, with a limited right of accumulation of one hundred Seventy-five (175) days.

B. Employees shall have the right to receive fifty percent (50%) of accumulated sick days upon retirement, providing retirement is under the statutory Public Employees Retirement System's procedures.

C. Accumulated sick time hereafter shall be compensated in cash or leave time, at the option of the employee, and shall not exceed fifty percent (50%) or 87.5 days.

#### EMERGENCY LEAVE

A. Employees shall be granted a leave of absence, without loss of pay, in the event of the death of descendants as follows:

1. First degree lineal consanguinity or immediate member of the employee's household --- three (3) days.
2. Second degree lineal consanguinity -- one (1) day.
3. First and second degree of collateral consanguinity --- one (1) day.

#### VACATION DAYS

A. Employees shall be granted vacation with pay subject to the following conditions:

##### YEARS OF SERVICE

##### VACATION TO BE RECEIVED

|                      |         |
|----------------------|---------|
| 1 year to 5 years    | 10 days |
| 6 years to 15 years  | 15 days |
| 16 years to 20 years | 20 days |
| 21 years and over    | 25 days |

B. A written request for leave shall be made by the employee to the Chief of Police or his designee, at least three (3) weeks prior to the requested leave time, and approval or disapproval, in writing, shall be returned from the Chief of Police or his designee within five (5) days of the employee's request.

C. Two or more employees may have simultaneous vacations if said employees are not on the same duty shift, as scheduled.

D. If an official holiday occurs during an employee's authorized vacation, he shall be entitled to an additional vacation day in lieu of the said holiday.

E. Any employee covered herein may accumulate up to five (5) vacation days, which must be utilized in the next succeeding calendar year.

#### HOLIDAYS

A. Employees shall be granted fifteen (15) holidays per year plus the employee's birthday, for a total of sixteen (16) holidays per year. The following shall constitute the recognized Holidays of the Borough for employees covered by this contract:

|                      |                              |
|----------------------|------------------------------|
| New Years Day        | Martin Luther Kings Birthday |
| Lincoln's Birthday   | Washington's Birthday        |
| Good Friday          | Easter Sunday                |
| Memorial Day         | July 4th                     |
| Labor Day            | Columbus Day                 |
| General Election Day | Veteran's Day                |
| Thanksgiving Day     | Thanksgiving Friday          |
| Christmas Day        | Birthday                     |

C. Holidays shall be taken and allowed when desired by the employee subject to the following conditions:

1. Written notification shall be given to the Chief of Police or his designee at least seven (7) days prior to leave.

2. Holidays may be taken by the employee the day immediately before or the day immediately following a holiday or vacation.

D. In the event an employee is required to work on a holiday, he shall receive a day off for the holiday worked plus half (1/2) day regular pay, or in the alternate the employee may choose to be paid for the day's work in addition to his regular salary, at the rate of time and one-half pay.

In the event an employee is scheduled to work on a holiday and is rescheduled to work a split shift, all hours worked on the split shift shall be considered as worked on the holiday for the purpose of the preceding paragraph.

E. Time and one-half pay shall be granted at the rate of one hour if an employee works one quarter of said hour.

F. Employees shall not have any department hearing prior to any criminal trial so as not to prejudice their standing with any jury, unless both parties agree to an earlier hearing.

#### ARTICLE X

#### INSURANCE

A. The Borough of Franklin agrees to provide to the employees, Blue Cross/Blue Shield and major medical benefits pursuant to the plan in which the employees are presently enrolled.

B. A Dental Plan shall be provided to the Employees. This dental plan shall provide for coverage under Delta Dental Insurance Program #4 of Proposal #9A55, or an equivalent level of coverage under an alternate plan should the Borough find it necessary to change insurance carriers.

C. The Borough agrees to provide a prescription plan to the employees. This plan will provide for, at most, a two dollar co-pay arrangement for employee prescriptions.

D. The existing life insurance benefits shall be continued and reviewed by the Borough and the Employees for the purpose of providing increased coverage, if financially feasible, in the future.

E. The Borough shall provide disability insurance for the benefit of the employees under the present plan providing the equivalent to sixty six and two thirds percent (66 2/3%) of the weekly earnings of each employee for a six(6) month maximum period.

F. The Borough shall maintain adequate and prudent insurance to protect each employee against claims arising out of and/or within the scope of his employment.

G. The Borough shall maintain adequate and prudent insurance to protect each employee against claims for false arrest arising out of and/or within the scope of his employment.

H. In changing plans or carriers the Borough cannot substantially change the existing benefits or coverages received by the employees.

ARTICLE XI

PENSIONS

A. The Borough's existing Public Employees Retirement Plan as provided by the Statutes of the State of New Jersey shall remain in effect .

ARTICLE XII

DUES CLAUSE

A. If a Sergeant or Patrolman of the Borough of Franklin Police Department fails to remit his annual dues to the Fraternal Order of Police Franklin Lodge #57 before March 31 of each year, the Lodge shall submit a request for payment to the Franklin Borough Clerk to send an amount of eighty five percent (85%) of the Annual dues for regular membership to the Fraternal Order of Police Lodge #57.

B. Said deduction shall come from and appear on the next paycheck due the delinquent Police Officer.

C. The Police Officer agrees that he shall have no voting privileges until such time as the remaining balance or any and all delinquent dues are remitted to the Fraternal Order of Police Franklin Lodge #57.

## ARTICLE XIII

### GRIEVANCES

A. Whenever an employee has a grievance, he shall first present it verbally to his supervisor. It shall be the responsibility of the supervisor to arrange a mutually satisfactory settlement of the grievance as quickly as possible, if he can, and in his opinion should be made within the discretion permitted him. The supervisor shall either conclude a mutually satisfactory solution of the grievance within forty-eight (48) hours of the time when it was first presented or failing in that, shall within that time advise the employee of his inability to do so.

B. All grievances shall be brought by the grievant within thirty (30) days after the grievance arises or shall be determined to be waived and all appeals therefore shall be brought within ten (10) days after the decision from which appeal is sought or shall be determined to have been waived. All rights and remedies of the grievant at law or otherwise shall be preserved notwithstanding the determination of the grievance in accordance with the procedure herein provided.

C. Since it is intended that grievances shall be settled without the necessity of a hearing before the Mayor and Council, no grievance shall be heard or considered by the Council, which have not first been processed through the steps provided above.

D. When an employee is informed by his supervisor that he is unable within the discretion permitted him, to arrange a mutually satisfactory solution to the grievance, the employee shall, if he wishes to present the grievance to a higher authority, do so in the following manner:

Step 1. The employee shall prepare two copies of the grievance in writing. The grievance shall be stated as completely and as clearly as possible in order to permit proper and effective disposition. One copy of the grievance shall be presented to the Chief of Police. The second copy shall be presented by the Employee to his immediate supervisor to whom the grievance was originally made. Said immediate supervisor shall thereupon report the facts and events which led up to its presentation in writing including in his report any verbal answer he may have previously given to the employee concerning this grievance. If said immediate supervisor is not the Chief of Police, he shall, within twenty-four(24) hours after receipt of the written grievance, present it with the information required from him, to the Chief of Police.

Step 2. The Chief of Police shall attempt to find a mutually satisfactory solution to the grievance, failing that, shall forward the grievance accompanied by his written report in the matter to the Borough Council. In the event that the immediate supervisor is the Chief of Police, said person shall perform said functions aforementioned.

Step 3. The Chief of Police shall review said written reports and confer with the parties involved in the grievance informally to such extent as he may deem appropriate and shall endeavor to resolve the grievance within forty-eight(48) hours, and shall notify the employee of his determination. If the grievance is not satisfied with such determination the Chief of Police shall process the grievance in the following manner.

Copies of the grievance report submitted by the employee and the report submitted by the immediate supervisor as well as a written report of the Chief of Police shall be delivered to the Borough Clerk within forty eight(48) hours after it has been determined that the grievance has not been resolved. The Borough Clerk shall distribute copies of said reports to each member of the Council which shall conduct a hearing to determine the matter within ten(10) days after receipt of such grievance reports. Said hearing shall be conducted in an informal manner and a record of said hearing shall be maintained by a tape recording at the request of any party or the Mayor and Council. A copy of the transcript of such tape recording shall be supplied to any grievant who is not satisfied with the decision of the Borough Council. The Grievant shall have the right to have the assistance at such hearing of an Attorney or a representative(s) of the Franklin Lodge Fraternal Order of Police #57. The Borough Council shall decide all grievances within thirty (30) days after the conclusion of the hearing(s) thereon.

Step 4. If no satisfactory resolution of the grievance is reached, then within twenty (20) calendar days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator, pursuant to the Rules of PERC. The decision of the arbitrator shall be final and binding upon both parties. The expense of such arbitration shall be borne equally by both parties.

The arbitrator shall have no authority to add or subtract from the Agreement.

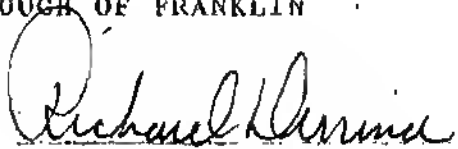
It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the governing body or its representative on the grievance.

E. No papers and documents relating to grievances and its disposition shall be placed in an employee's personal history file.

BOROUGH OF FRANKLIN

FRATERNAL ORDER OF POLICE,  
FRANKLIN LODGE #57


BY:

  
Richard Durina, Mayor

BY:

BY:

ATTEST:

  
James R. Doherty,  
Clerk Administrator

WITNESS: